WTCI-49-P

W-4183-SUMITOMO BANK LTD. -1WTC-
95TH FLOOR-GENERAL CONSTRUCTION

W-4183

REVIEW STATUS

Sub-mission#	Response To #	Coordi-nator	TCRU Memo	Approval	Facility Rider	Outstanding Comments	Remarks
(10-26-88)	-	RG	11-10-88	11-10-88		2	ARCH, MECH.

THE PORT AUTHORITY

World Trade & Economic Development Department
One World Trade Center
New York, New York 10048

November 28, 1988

RECEIVED NOV 30 1988

NOTED:
REFERRED TO:

Mr. Iai
The Sumitomo Bank Ltd.
One World Trade Center 95th Floor
New York, New York 10048

RE: THE WORLD TRADE CENTER - THE SUMITOMO BANK LTD. -
1 WTC 95TH FLOOR-CONTRACT WTC 591.726-
WT-1155-A-95-T.A.A. #4183 - APPROVAL

Dear Mr. Iai:

Attached please find a copy of the above listed Tenant Construction Application. This application has been approved subject, in particular, to the conditions listed in Rider "C".

Before work can commence, your contractor must notify the following persons 72 hours in advance of start of work regarding work scheduling and compliance with specific Port Authority instructions, regulations and procedures for Contract work on the premises. Please contact:

Mr. Anthony Vaccaro, Manager
WTC Construction
1 World Trade Center - Rm. 3861
New York, New York 10048

Tel. (212) 466-3237

Mr. August Preschle, Manager
WTC Operations
1 World Trade Center - Suite 63N
New York, New York 10048

Tel. (212) 313-2227

Please note that any design changes to the scope of work under this application must be filed with the Port Authority for review and approval. You are also advised that only Contract Documents approved by this office are to be released in the field for construction.

Sincerely,

Joseph P. Napolitano
for Luciano Sanchez
WTC Planning Division

JP/ju

cc: Messrs. S. Pitello, A. Preschle J. Picone, A. Vaccaro*
J. Rutsky,(Kajima)*

bcc: Messrs. F. Boyce, T. Cancelliere, P. Cooper, A. Coras, J. Davison,
R. Linn, P. Marchese, H. Nagel (w/att.), G. Wenger,
Ms. M. Singleton
Office of the Secretary

PA 831 8-73 WTC-591.726
F.F.#1134

THE PORT AUTHORITY OF NY & NJ
One World Trade Center New York, N Y 10048

For Port Authority use only	
FACILITY: WTC	APP. NO. 4183
DATE: 11/23/88	APPLICANTS NAME: Sumitomo Bank

TENANT CONSTRUCTION OR ALTERATION APPLICATION
(See Rider "F" for revisions to par. listed below and par. 5)

APPLICANT MUST READ THE TERMS AND CONDITIONS PRINTED ON THE REVERSE HEREOF

ALSO SEE ATTACHED RIDER "F"

PART ONE: Information to be furnished by Applicant (Refer to your lease or permit for required information)

Permission is hereby requested to perform the following described work on the space occupied by the Applicant

AT (FACILITY): WTC
PURSUANT TO (LEASE, SPACE PERMIT) NO.: WT-1155-A-96
LOCATION (BUILDING # OR AREA) OF SPACE TO BE ALTERED: Tower "A" 95th Floor

DESCRIPTION OF WORK AND REASON

Alterations to the existing work for tenant's requirements.

ESTIMATED COST OF WORK: $ 150,000.00
ESTIMATED TIME TO COMPLETE (DAYS): 60 days
STARTING DATE: 11/28/88
COMPLETION DATE: 1/29/89

Plans: Prints of each drawing must be submitted with copies of application. Include floor plan and show area affected by proposed work (size 8½" x 11" or larger).

TITLE OF DRAWING	DRAWING NO.	DATED
See list of drawings/Drawing #A-1		

NAME & ADDRESS OF CONTRACTOR (IF NOT KNOWN, SUBMIT LATER)
Kajima International Inc.
2100 North Central Road
Fort Lee, New Jersey 07024

NAME & ADDRESS OF ENGINEER OR ARCHITECT
W. Todd Springer
857 Peasantville Road
Briarcliff Manor, New York 10510

TELEPHONE NO. 914-762-6868
LICENSE NO. 9624

SEND CORRESPONDENCE TO: (NAME & ADDRESS OF EMPLOYEE IN CHARGE OF WORK)
The Sumitomo Bank, Ltd.
One World Trade Center, Suite 9651
New York, New York 10048
ATTN: Mr. Iai

TELEPHONE NO. 212-553-0100

ENGINEER OR ARCHITECT CERTIFICATION

I have supervised the preparation of plans and specifications for the entire work represented herein and hereby certify that they conform to the requirements of the respective enactments, ordinances, resolutions and regulations of the City, town or municipality in regard to construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation.

APPLICANT'S NAME (AS IT APPEARS ON LEASE OR PERMIT)
Deloitte, Haskins & Sells

BY (SIGNATURE OF AUTHORIZED REP.): [signature]
TITLE: Joint General Mgr.
DATE: / /

SIGNATURE OF LICENSED PROF. ENGINEER OR ARCHITECT: [signature]
DATE: 10/14/88

PART TWO: Prepared by Port Authority and returned to applicant

The above Application is ☐ Approved ☐ Disapproved. Subject to the following conditions:
The Contractor by signing below agrees to all the terms and conditions on this application and on the reverse side thereof, including #5 indemnifying the Port Authority and further agrees to be bound by all riders and schedules attached to this application.

Signature: [signature] 10/13/88
date

Contractor's Name & Address
Kajima International Inc.
2100 North Central Road
Fort Lee, New Jersey 07024

Signature of Officer/Partner: [signature] 10/15/88
date

☒ Continued on Rider "A" ~~etc.~~ "B", "C" & "F"

Please advise the undersigned in writing, when this work has been Completed.

The Port Authority of New York and New Jersey

BY: [signature]
TITLE: Deputy Director for Physical Facilities, WTD
DATE: 11/28/88

INSPECTED BY:
DATE: / /

THE SUMITOMO BANK LTD.

CONTRACT WTC - 591.726

TENANT ALTERATION APPLICATION NO. 4183

PHASE VII

LIST OF CONTRACT DRAWINGS

Dwg. No.	Date	Title	Prepared By
A-1	10-18-88	General Requirements	Kajima Int'l.
A-2	10-18-88	Floor Plan	Kajima Int'l.
A-3	10-18-88	Furniture & Power Plan	Kajima Int'l.
A-4	10-18-88	Reflected Ceiling Plan	Kajima Int'l.
A-5	10-18-88	Elevations & Details	Kajima Int'l.
A-6	10-18-88	Reflected Ceiling Plan	Kajima Int'l.
HVAC-1	10-18-88	HVAC - 95th Floor	Kajima Int'l.
HVAC-2	10-18-88	Specifications & Details	Kajima Int'l.
SP-1	10-18-88	Sprinkler Plan	Kajima Int'l.
E-1	10-18-88	Legend & Lighting Plan	Kajima Int'l.
E-2	10-18-88	Power Plan	Kajima Int'l.
E-3	10-18-88	Electrical Specifications	Kajima Int'l.

The drawings dated or revised dated as referred to on the Application Form are the only drawings released for construction by the approval of this Tenant Alteration Application. Additional drawings or the above mentioned drawings with new revision dates are not approved for construction unless approved in a writing which is signed and issued by the WTC Planning Coordinator named herein. No other drawings are permitted to be used on the construction site.

acord® CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY) 1/22/88

PRODUCER

ALEXANDER & ALEXANDER OF NEW YORK, INC.
1185 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	TOKIO MARINE & FIRE INS. CO.
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

KAJIMA INTERNATIONAL, INC.
2100 NORTH CENTRAL ROAD
FT. LEE, NJ 07024

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY [X] COMPREHENSIVE FORM [X] PREMISES/OPERATIONS [X] UNDERGROUND EXPLOSION & COLLAPSE HAZARD [X] PRODUCTS/COMPLETED OPERATIONS [X] CONTRACTUAL [X] INDEPENDENT CONTRACTORS [X] BROAD FORM PROPERTY DAMAGE [X] PERSONAL INJURY [ ]	L 293 5243	1/1/88	1/1/89	BODILY INJURY	$	$
					PROPERTY DAMAGE	$	$
					BI & PD COMBINED	$1000	$ 1000
					PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS (PRIV. PASS.) [X] ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] GARAGE LIABILITY [X] PHYSICAL DAMAGE	LBA 259 8273 TCA 8700193 (TEXAS)	1/1/88 1/1/88	1/1/89 1/1/89	BODILY INJURY (PER PERSON)	$	
					BODILY INJURY (PER ACCIDENT)	$	
					PROPERTY DAMAGE	$	
					BI & PD COMBINED	$1000	
A	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	CUL 2388	1/1/88	1/1/89	BI & PD COMBINED	$5000	$ 5000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WCS 102 8765	1/1/88	1/1/89	STATUTORY		
						$ 100	(EACH ACCIDENT)
						$ 500	(DISEASE-POLICY LIMIT)
						$ 100	(DISEASE-EACH EMPLOYEE)
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL WORK BEING DONE BY KAJIMA INTERNATIONAL INC. AT THE WORLD TRADE CENTER.
(SEE REVERSE)

CERTIFICATE HOLDER

PORT AUTHORITY OF NY & NJ
MANAGER RISK MANAGEMENT
ONE PATH PLAZA
4th FL
JERSEY CITY, NJ 07306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

W A [signature]

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TENANT CONSTRUCTION OR ALTERATION APPLICATION

RIDER "A"

Revised February 1988

ADDITIONAL TERMS AND CONDITIONS:

A. The agreement between the Applicant and any materialman, contractor or subcontractor shall contain the following provisions:

1. That the Contractor shall arrange with the Port Authority's Construction Division for scheduled use of material elevators 48 hours in advance of required use.

   It is presently anticipated but not guaranteed that the elevator cars used for hoisting will be made available to the Contractor during normal working hours, 8:00 A.M. to 4:30 P.M., Monday through Friday and outside normal working hours, at such times as they are available. The assignment of such cars during the Contractor's normal and overtime hours will be on a first come - first served basis in accordance with a schedule which will be determined by the Construction Division on a week-to-week basis, approximately 48 hours in advance of usage. Contractual commitments with others have been made and will be made during the period when deliveries are to be made hereunder. No representation is made that these cars will be made available to the Contractor on specific dates or at any given time either during or outside normal working hours.

   After making such arrangements and being assigned elevator hours for deliveries, the Contractor shall pay for all the assigned time plus usage in excess of such assigned time at the following rates:

   a) For the first hour or part thereof, a minimum of $75.00 per hour, per car during normal working hours, and $150.00 per hour, per car during other than normal working hours.

   b) For each subsequent half hour or portion thereof, a minimum of $37.50 per half hour per car during normal working hours; $75.00 per half hour per car during other than normal hours.

2. That upon notice from the Port Authority, the Contractor shall halt any and all construction which in the opinion of the Port Authority is not or would not be in conformity with the approved Contract Documents and that construction will not proceed until the Contractor's proposal to correct the work and procedures have been approved by the Port Authority.

3. That the Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operation; that at all times, the construction site shall present a neat, orderly and workmanlike appearance. The Contractor shall remove and deposit the above refuse, rubbish, scrap materials and debris into containers (capacity one-half (1/2) cu. yd.) centrally located, which will be supplied and emptied by the Authority at a charge to the Contractor of $38.00 per half cubic yard.

   If the Contractor fails to place the refuse, rubbish, scrap materials and debris on a daily basis into such containers, then the Authority shall authorize others to perform these removals and the cost thereof shall be backcharged to the Contractor. These backcharges will be as determined by the Authority. The removal as described above shall be accomplished without storing excess quantities of any refuse, rubbish, scrap materials and debris of any sort resulting from the removal operations. However, it shall be the Contractor's responsibility to advise the Authority when he requires containers.

4. That the Contractor shall compensate the Port Authority at the rate of Eight Dollars ($8.00) per hour (or portion thereof (minimum of four (4) hours) provided by a uniformed guard in connection with maintaining security in a tenant area adjacent to, over or under the premises covered by this approved Application due to work required under this Application during the absence of any representative of that tenant or the requirement of that tenant that a guard be provided in his area.

5. That the Applicant shall withhold payment to the Contractor of at least ten percent (10%) of the contract cost until the Applicant receives the certificate of completion from the Port Authority indicating that the work has been completed in accordance with the terms and conditions of the Application and that all claims by the Port Authority for services in connection with inspection of the work, hoisting, cleanup or any other claims deemed appropriate by the Port Authority have been satisfied; and that the Applicant, out of such monies withheld, will have the right and shall compensate the Port Authority for such claims.

B. Prior to execution of any agreement between the Applicant and a Contractor, subcontractor or materialman, the tenant shall submit their name, address and a telephone number. In no case shall the Applicant enter into any agreement for work on the premises with any contractor, subcontractor, or materialman who has not been approved in writing by the Port Authority for such work.

C. This Application shall be deemed withdrawn by the Applicant in the event performance of the work covered hereunder has not been commenced within one (1) year after the approval date as shown in the lower right corner of this Application. In such event, the Applicant shall not commence performance of any work until the Applicant has submitted a new application to the Port Authority for its approval and has received a copy of such application duly signed in Part Two thereof on behalf of the Port Authority.

D. The Applicant shall compensate the Port Authority for each hour provided by a field engineer in connection with the periodic inspection of the tenant construction at the rate of Thirty-Five Dollars ($35.00) per hour (or portion thereof) during normal weekday working hours between 8:00 A.M. and 4:30 P.M. and Sixty Dollars ($60.00) per hour (or portion thereof) during other than normal working hours between 4:30 P.M. and 8:00 A.M. and all hours on Saturday and Sunday.

E. Effective February 17,1988 the Port Authority will charge fees for the review of Tenant Alteration or Construction Applications as per the following schedule which represents fees similar to those of New York City for filing alteration plans in privately owned buildings.

CONSTRUCTION DOLLARS			DOLLAR VALUE OF FEE
Up to		$ 1,000	$ 55.00
$ 1,000	-	2,000	75.00
2,001	-	3,000	95.00
3,001	-	4,000	115.00
4,001	-	5,000	135.00
* Over $5,000			

*In excess of $5,000, the fee is $135.00 plus $10.00 per $1,000 or fraction thereof above $5,000.

INITIALED:

[signature] 10/5/88

Applicant Date

[signature] 10/3/88

Contractor Date

RIDER "B"

CLAIMS OF THIRD PERSONS

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

If the Contractor fails to pay any such claim lawfully made against him or any subcontractor fails to pay any such claim lawfully made against him or if in the opinion of the owner any of the aforesaid contingencies is likely to arise, then the owner shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the owner may deem ample to assure the payment of such claims and to apply such sums in such manner as the owner may deem proper to satisfy such claims. All sums so applied shall be deducted from the owner's compensation, omission by the owner to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the owner does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the owner to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the owner shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third persons.

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the owner under this numbered clause.

NO PORT AUTHORITY OBLIGATIONS

No obligations or liabilities to the Contractor are assumed or intended to be assumed by the Port Authority.

INDEMNITY

(A) The Contractor shall indemnify and hold harmless the Port Authority, its commissioners, officers, agents and employees, against and from (a) the risk of injuries (including wrongful death) or damage direct or consequential, to it or them or to its or their property, arising out of or in connection with the performance of the work, and (b) the risk of claims and demands by third persons, arising or alleged to arise out of the performance of the work, whether such risks arise out of acts or omissions of the Contractor or the owner or their Contractors, The Port Authority, or otherwise.

(B) If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of The Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of The Port Authority or the provision of any statutes respecting suits against The Port Authority.

Initialed:

[signature] 10/5/88
Applicant — Date

[signature] 10/3/88
Contractor — Date

R I D E R "C"

Revised July 1988

TENANT: Sumitomo Bank Ltd. LEASE NO. WT- 1155-A-95

CONTRACT WTC 591.726 TENANT ALTERATION APPLICATION NO. 4183

A. GENERAL REQUIREMENTS:

1. a. The WTC Planning Coordinator for this T.A.A. is John Picone located at 1 WTC, Suite 62 East, Tel. (212) 313-2002

b. The WTC Construction Supervising Engineer for this T.A.A. is Joseph Panebianco located at 1 WTC, Room 3861, Tel. (212) 466-3226

2. In case of start of construction via an approved T.A.A. or otherwise, it shall be the responsibility of the Tenant or his Consultant to comply with any additional requirements resulting from Port Authority review.

3. Only the Contractor whose signature appears on this Application and his sub-contractors will be permitted to begin work at the construction site after approval of his Certificate of Insurance. Any other Contractor who may be required to perform work under this Application will not be permitted to work at the construction site until he provides a separate Certificate of Insurance which is approved by the Port Authority.

4. The Contractor shall notify the WTC Construction Manager and the Manager of WTC Operations, or their designated representatives, regarding any request for shutdown of base building utilities which will cause interruption of services in other areas of the building. Such request must be delivered to the Manager, WTC Operations, at least seven (7) working days prior to the requested shutdown and shall be subject to the final approval of the Manager, WTC Operations.

5. All arrangements for temporary utilities, garbage removal, elevator services, etc. are the responsibility of the Contractor.

6. The Contractor shall at no time overload the freight elevators with his materials. Further, in order not to create an unsafe condition, he shall notify the Port Authority Inspector whenever the weight of the materials will exceed 50% of the capacity of the elevator. In such cases, the Port Authority Inspector will make arrangements to have the elevator maintenance personnel temporarily support the elevator cab to prevent it from being out of level during loading as a result of cable stretch. The Contractor shall reimburse the Port Authority for the cost of WTC Operations maintenance personnel at the rate of $45.00 per hour (normal time) or $55.00 per hour (premium time).

7. The approval of structural Shop Drawings is the responsibility of the Tenant's Consultants. Approved copies of same shall be submitted to the WTC Planning Coordinator for record purposes.

8. The Contract Drawings duly approved by WTC Planning and Shop Drawings approved by the Tenant's Consultants shall be the only drawings used for construction.

9. All work under this T.A.A. will be subject to Port Authority inspection to ensure that it is in conformance with approved Contract Drawings, Specifications and Shop Drawings,

10. Upon completion of this work, one (1) complete set of reproducible Contact Film, wash-off type "As Built" drawings (drawings should not be folded), conformed Specifications, all Shop Drawings, catalog cuts, etc., must be submitted to the WTC Construction Supervising Engineer, who will stamp them to confirm their authenticity and forward same to the WTC Planning Coordinator. The Contractor shall itemize these documents on an index form to be obtained from the WTC Construction Supervising Engineer prior to submittal.

11. The Tenant and his Contractor shall plan and conduct all their operations as to work in harmony with others engaged at the construction site and not to delay, endanger or interfere with the operations of others.

12. The Port Authority maintains a stock of certain World Trade Center standard materials which the Contractor may purchase. A complete list of available materials is obtainable from Ms. M. Singleton, WTC Planning, 1 WTC, Suite 62 East, Tel. (212) 466-7305.

13. It is the responsibility of the Contractor to return all WTC Building Standard attic stock materials to be salvaged as specified and directed by the Port Authority Inspector.

14. Submit affidavits attesting to the fire retardancy of all wood construction prior to installation, per Section 27-328 of the New York City Building Code to the following Port Authority personnel: one (1) copy to the WTC Construction Supervising Engineer or to the Inspector representing him in the field; and one (1) copy to the WTC Planning Coordinator.

15. The following criteria shall be adhered to for all new electrical/telephone outlet coring of floor slabs in any World Trade Center building:

a. Cored holes shall be a minimum of 16 inches center to center between all new and/or existing cored holes, including those abandoned and filled with concrete. Cores shall be of four inches (4") maximum diameter.

b. In One and Two World Trade Center, coring along the exterior wall shall be a minimum of 5'-0" from the inside face of the exterior columns. However, cores will be permitted within the induction units providing they are of four inches (4") maximum diameter. Cores will not be permitted along the following locations: from a point starting 31 feet from the face of the exterior columns to the end of underfloor cells 217.5, 238.5, 242.5, 417.5, and 442.5; from a point starting 61 feet from the face of exterior columns to the end of underfloor cells 227.5, 232.5, 427.5, and 432.5. (Cell numbers referred to herein are based upon the exterior column numbers, e.g., Cell 217.5 is situated between Columns 217 and 218).

c. The Tenant shall submit to the Port Authority a scaled core drawing with all Tenant Alteration Applications that require coring to be performed. The drawing (s) shall encompass the entire demised leasehold where coring work is extensive. Each cored hole shall be identified as to new, existing, active, abandoned, abandoned and filled, etc., and they shall be located with dimensions. Sizes of cores shall also be indicated. Where coring is required in conjunction with a Tenant Alteration Application of a minor nature, adjacent existing cores shall be identified and located by dimensions on the core drawing.

d. All floor outlets to be removed or abandoned shall have all power wiring and cables removed back to the header duct. If the wires and cables are PVC-insulated, all wires and cables must be removed back to the panel. The afterset fittings shall be removed by coring. An approved steel plate shall be installed over the 2" diameter hole above the P/T cell. The existing 4" diameter cored hole in the concrete slab shall be filled with concrete. A second steel plate shall be inserted into the concrete hole approximately 1/2" below the top of the slab. The filled hole shall be adjusted to grade.

e. When removing unused or abandoned communication cables, the cables shall be removed from the cells all the way back to the binding posts in the Telephone Closets.

16. Core drilling and the shooting of studs into slabs, etc. with the use of power actuated fasteners, pneumatic and electrical hammers, or any other noise producing equipment shall be permitted only between the hours of 6:00 P.M. and 8:00 A.M. Further, an observer is required on the floor below to check for water leakage during the core drilling operation. In the event the Contractor is engaged in any other "noisy" operations which disturb adjacent Tenant's operations, the Port Authority, at its sole discretion, may require the Contractor to perform said "noisy" operations during non-business hours.

17. In the event the Contractor's work will affect the activation of smoke detectors or other warning devices, the Contractor shall request the WTC Construction Inspector to have WTC Operations maintenance personnel deactivate such devices. During the deactivation period, the Contractor shall provide qualified personnel to look for any unsafe conditions and contact the appropriate authorized personnel to take the necessary action as directed by the WTC Construction Inspector. Upon termination of above stated work conditions, the Contractor shall request the WTC Construction Inspector and WTC Operations maintenance personnel to activate the smoke detectors and other warning devices. The Contractor shall reimburse the Port Authority for the cost of providing WTC Operations maintenance personnel at the rate of $45.00 per hour (normal time) or $55.00 per hour (premium time).

18. <u>LIFE SAFETY SYSTEMS</u>

a. The Tenant's Consultant responsible for the preparation of Contract Documents shall provide wiring diagrams, installation procedures and applicable Shop Drawings for all new and existing life safety systems to be modified. The drawings shall indicate locations of cable terminations, sequence of operation, and specifications of all the component parts. All the life safety systems shall be connected to the World Trade Center Multiplex System. The applicable systems shall include but not be limited to smoke detection, pre-action systems, and Halon. The documents required herein shall be submitted for Port Authority review at the time that other required Tenant Alteration Application documents are submitted.

b. The Contractor shall perform preliminary testing of all fire and life safety equipment and systems to ensure that each component of every system functions in accordance with the approved Contract Documents, including but not limited to all wiring and connections, flow alarms, tamper alarms, electrical controls, smoke detectors, automatic dampers, interlock devices, air testing of piping, and other testing as directed by the Port Authority. An approved substitute for Halon, e.g., air carbon dioxide, or other inert gas, or a suitable Freon may be used as a test medium during the preliminary testing of a Halon installation. All preliminary and final testing shall be performed in the presence of subcontractor's personnel and Port Authority staff as required by the WTC Construction Supervising Engineer.

c. Any fire safety work, including but not limited to smoke detectors, sprinklers, Halon systems, etc., shall be completed and operational prior to the Tenant occupying the premises. Occupany may be permitted prior to completion of such work if approved by the Port Authority. In such instances, the Tenant must maintain a fire watch on the premises during the time that the premises remains unattended.

d. Prior to occupancy of the premises and prior to issuance of a Certificate of Completion, the Tenant shall furnish to the Port Authority Coordinator, Fire Safety Programs, a copy of an executed Agreement between the Tenant and a Contractor who shall be responsible for inspection and maintenance as required by the New York City Fire Prevention Code of each new and/or existing tenant life safety system, including but not limited to smoke detection, pre-action sprinkler systems and Halon suppression systems. This Agreement may not be cancelled, terminated, or modified without written advance request to the Port Authority.

The Agreement between the Tenant and the Contractor shall provide that the Contractor is approved by the City of New York to perform such maintenance and inspection functions; that the Contractor will furnish copies of all periodic tests to the Port Authority Coordinator, Fire Safety Programs; that the Contractor will furnish copies of any renewal agreements at least 15 days prior to expiration and will notify the Port Authority Coordinator, Fire Safety Programs, in the event that the Agreement has been cancelled.

19. The Contractor shall mark the locations of smoke detectors installed above ceilings with colored push-pins on the underside of the ceiling tiles. The pins may be obtained from WTC Operations at the B-2 Level. For smoke detectors located below the raised floors, the Contractor shall mark their locations with distinctive colored push-pins on the ceiling directly above the detectors <u>or</u> mount on the wall within the room, a partial floor plan showing the raised floor area with dimensioned locations to each smoke detector.

20. It is required that existing demising walls be checked for penetrations and sealed to restore their fire rating. In addition, all existing structural steel fireproofing must be patched where material is missing, as required by the Construction Manager. The materials used for sealing penetrations and patching fireproofing shall be as approved by the Port Authority.

21. It shall be the responsibility of the Tenant to see to it that the following requirement is met:

All electrical work to be performed, including all electrical devices to which or from which any electrical connections or disconnections are to be made, shall be shown on the Electrical Drawings.

22. The Contractor shall remove all electrical devices, including all conduits and wiring specified on the drawings, to be no longer in use.

23. Materials containing PVC will not be permitted in any permanent construction except for carpeting and underlayment.

24. The Tenant's Consultant shall submit, for review and approval by the Port Authority, catalog cuts for all new electrical panels and new circuit breakers which shall indicate that they are U.L. listed. In addition, whenever circuit breakers are to be installed in existing panels, or in panels not made by the circuit breaker manufacturer, such circuit breakers shall be U.L. classified for use in load centers and panelboards manufactured by others.

25. The Contractor shall not perform any construction, hook-up, demolition, etc., at any location other than within the physical boundaries of the construction site as shown on the Contract Drawings appended to the Tenant Alteration Application. For any work not specifically shown and noted on the approved Contract Drawings and which is outside of the construction site, and the scope of which is part of the approved Tenant Alteration Application, the Contractor shall submit to the Construction Supervising Engineer named hereinbefore the exact routing to be followed in the performance of the Work. The routing shall then be evaluated by the WTC Asbestos Control Section to determine if any asbestos is present and if it might be disturbed.

B. SPECIAL REQUIREMENTS: (The following Items No. 26 thru 36 are not applicable to Communications Systems installations)

26. All permanent locksets, keying, etc., must be of the "Corbin" system and must conform with Port Authority requirements regarding stamping and keying of master ring cylinders having the Port Authority keyway. It is required that the Tenant purchase all their cylinders from the Port Authority. The Contractor must contact the WTC Locksmith Shop, 1 WTC, B-2 Level, Rm. 125, Tel. 466-3182.

27. Only thermostats manufactured by Honeywell shall be installed in the peripheral HVAC system. When required, these thermostats are to be submitted to WTC Operations' Mechanical Section, 1 WTC, B-2 Level, Rm. 109 for recalibration to WTC temperature standards.

28. Upon completion and testing of the HVAC Systems, three (3) copies of the Balancing Report must be submitted to the WTC Construction Supervising Engineer. One (1) copy shall be sent to the WTC Planning Coordinator. The testing must be performed in the presence of a WTC Construction Inspector.

29. Whenever equipment using condenser water is installed, the Contractor shall submit the following information to the WTC Planning Coordinator:

a. A copy of the Name Plate Data for each A/C unit, including but not limited to the name of manufacturer, Model No., Serial No., and the rated capacity in BTU/Hr. or tons. This information shall be verified by the WTC Construction Inspector after installation is completed.

b. Catalog cuts, operating manuals, and/or other documents which describe all the operating characteristics of each A/C unit.

c. The information requested in the foregoing sub-paragraphs a. and b. of this numbered paragraph must be complied with prior to activating the system.

30. The following signage requirements shall be complied with by the Contractor:

a. All open-ended piping terminating at a Janitor's Service Closet, i.e., HVAC condensate drains, sprinkler system drains, or other similar drain points, shall have durable signs securely affixed to the piping to identify the source of water by showing Tenant's name and system.

b. All tenant connections to the World Trade Center Condenser Water or other similar auxiliary systems shall have durable signs which identify the tenants. These signs shall be securely affixed to the piping at the point of connection.

c. All tenant standpipe or sprinkler systems shall have durable signs installed at all flow test connections which instruct the Inspector to notify the World Trade Center's Operations Desk at 466-4164 prior to the start of any system tests.

31. Whenever the support system for any suspended ceiling is to be altered or replaced as a result of any work authorized by this Alteration Application, the Tenant's Architect or Engineer whose seal appears thereon, shall provide details of the ceiling support system which conform to the standards set forth in the applicable Section of the New York City Building Code.

32. Audibility of the Fire Alarm Communications System must be maintained as required by Sections 27-972 and 27-975 of the New York City Building Code.

a. A preliminary audibility test of the existing Fire Alarm Communications System shall be done in the presence of WTC Construction, Operations, the Contractor and a Tenant representative prior to commencement of any work in the ceiling. If the results of this preliminary test find the audibility unsatisfactory, the Port Authority will take corrective action. If the results are satisfactory, no action is required by the Port Authority.

b. After construction is completed, and as part of the final inspection, an audibility test must be performed in the presence of a WTC Construction Inspector. If the test results are unsatisfactory, it is then the responsibility of the Contractor to correct the problem with additional speakers and/or amplifiers as required.

33. If sprinklers are being installed, four (4) black and whites and one (1) reproducible copy of Shop Drawing (s) and Hydraulic Calculations stamped "Approved" by the Tenant's Consultant, must be submitted to the WTC Planning Coordinator to obtain final concurrence by the Inspection & Safety Division of the Port Authority.

34. The Tenant shall insulate those 17" x 8" supply ducts that are parallel with the north and south exposures in 2 WTC and the east and west exposures in 1 WTC. A copy of the criteria for this work entitled, "SUPPLY DUCT INSULATION SPECIFICATION", dated June 8, 1983 can be obtained from the WTC Planning Coordinator.

35. No Tenant shall connect to WTC Base Building pneumatic control piping. If pneumatic controls are required, the Tenant shall provide his own compressor.

36. All customized public corridor signage, including door logos, shall be submitted to the Port Authority for approval prior to fabrication and/or installation.

37. The drawings dated or revised dated as referred to on the Application Form are the only drawings *released for construction by the approval of this Tenant Alteration Application.* Additional drawings or the above mentioned drawings with new revision dates are not approved for construction unless approved in a writing which is signed and issued by the WTC Planning Coordinator named herein. No other drawings are permitted to be used on the construction site.

C. ADDITIONAL REQUIREMENTS RESULTING FROM THE REVIEW OF CONTRACT DRAWINGS AND SPECIFICATIONS BY THE PORT AUTHORITY:

The certification by the Architect and/or Engineer whose name appears on this Application shall be required upon completion of the construction of this leasehold and shall be construed that such construction has been performed in accordance with the Contract Documents approved under this Alteration Application.

INITIALED:

[signature] 10/5/88
Applicant Date

[signature] 10/3/88
Contractor Date

RIDER "F"

The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this application duly signed in Part Two hereof on behalf of The Port Authority of New York and New Jersey. Upon receipt thereof, the Applicant and Contractor agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Two hereof *and the terms and conditions set forth on the reverse hereof and any Riders* attached.

Minimum Insurance Limits Unless Specified to be Greater - Bodily Injury $2,000,000 each person; $2,000,000 each occurrence; Property Damage $500,000 each accident; $500,000 aggregate.

Terms and Conditions

5. The Applicant and Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees, against and from (a) the risk of any and all claims of injuries (including wrongful death) or damage direct or consequential, to it or them or to its or their property, arising out of or in connection with the performance of the work, and (b) the risk of claims and demands by third persons, arising or alleged to arise out of the performance of the work, whether such risks arise out of acts or omissions of the Applicant, its contractors, the Port Authority, or otherwise, except where indemnity would be precluded by New York State General Obligations Law.

Initialed:

[signature]	10/5/88
Applicant	Date
[signature]	10/3/88
Contractor	Date

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

MEMORANDUM

To:	Mr. R. Linn, Deputy Director for Physical Facilities, WT&ED
From:	Arthur P. Coras
Date:	November 10, 1988
Subject:	WTC - ALTERATION APPLICATION #W-4183 - SUMITOMO BANK LTD. - 1 WTC - 95TH FLOOR - GENERAL CONSTRUCTION
Reference:	Memo dated 10/26/88, R. Linn to A. Coras
Copy To:	L. Sanchez A. Vaccaro Job Folder Chrono Folder

A review of the material submitted with the referenced request for the subject application has been made.

It is recommended that approval to proceed be given subject to the submission of the items listed below being revised in accordance with the two (2) requirements listed on the attached rider.

REMARKS: Dwgs. #A-1 thru A-6, HVAC-1, HVAC-2, SP-1, and E-1 thru E-3, all dated 10/18/88, are recommended for approval.

Arthur P. Coras, P.E.
Manager
Quality Assurance Division

RG/dm
att.

RIDER

ALTERATION APPLICATION #V-4183

ARCHITECTURAL

1. Dwg. #A-6, Finish Specifications. Provide data from an independent testing laboratory verifying carpet compliance with the flammability and smoke developed limitations of N.Y.C. Building Code Section C26-504.13(d).

HVAC

2. Dwg. #HVAC-2, Typical Duct Support Details. Revise detail for duct area over 8 sq. ft.; hanger hooked around a reinforcing rod is not acceptable.

111088

THE PORT AUTHORITY OF NY & NJ
QUALITY ASSURANCE DIV.
ENGINEERING DEPT.
OCT 26 1988
RECEIVED

THE PORT AUTHORITY OF NY & NJ

Memorandum

Refer To	Date	Noted By	Date
NOTED:			
REFERRED TO:			
Return To		File	

To: Arthur P. Coras, Manager, Quality Assurance Division
From: Robert J. Linn
Date: October 26, 1988
Subject: THE WORLD TRADE CENTER - THE SOMITOMO BANK LTD.
1 WTC, 95TH FLOOR - WT-1155-A-95 CONTRACT WTC 591.726
Reference: T.A.A. NO. 4183 - REVIEW OF CONTRACT DRAWINGS
Work Order - L. Sanchez/P. Marchese, dated Oct. 24, 1988
Copy To:

Messrs. F. Boyce, T. Cancelliere*, N. Chanfrau*, P. Cooper*, E. Daly, J. Duncan*, M. Glavicic*, P. Marchese, J. Picone A. Preschle, L. Sanchez, C. Semah*, C. Serge*, A. Vaccaro, G. Wenger, S. Pitello
Ms. M. Singleton

You are requested to review the attached Architectural, Mechanical & Electrical Drawings (see attached drawing list) for New York City Building Code compliance and Port Authority Standards regarding construction details and specifications as they apply to One World Trade Center.

The scope of work consists of general construction work in Tenant space. Please note that this work will be performed under a Tenant Alteration Application at an estimated construction cost of $150,000.00 (TAA Form attached).

It is requested that all comments on the above drawings be returned to this office no later than Nov. 12, 1988. By copy of this memorandum, all persons copied with attachments are also requested to submit their comments by the above specified date. It will be assumed that those offices not responding to this request by the specified date have no comments to offer.

By copy of this memorandum, Mr. Frank Boyce is requested to immediately arrange for appropriate bulk sampling of the sprayed-on fire-proofing or insulation in the subject space and have it analyzed for the presence or absence of asbestos as expeditiously as possible. Please provide a report of your findings with a copy to the Engineering Department and the Inspection and Safety Division, who are requested thereby to include the necessary control measures in their comments.

Should you have any questions on this matter, please contact Mr. L. Sanchez on 466-8566 or Mr. J. Picone on 313-2007.

Robert J. Linn
Deputy Director for
Physical Facilities
World Trade & Economic Development

Att.

* (w/att.)

JP/ju

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THE SUMITOMO BANK LTD.

CONTRACT WTC - 591.726

TENANT ALTERATION APPLICATION NO. 4183

PHASE VII

LIST OF CONTRACT DRAWINGS

Dwg. No.	Date	Title	Prepared By
A-1	10-18-88	General Requirements	Kajima Int'l.
A-2	10-18-88	Floor Plan	Kajima Int'l.
A-3	10-18-88	Furniture & Power Plan	Kajima Int'l.
A-4	10-18-88	Reflected Ceiling Plan	Kajima Int'l.
A-5	10-18-88	Elevations & Details	Kajima Int'l.
A-6	10-18-88	Reflected Ceiling Plan	Kajima Int'l.
HVAC-1	10-18-88	HVAC - 95th Floor	Kajima Int'l.
HVAC-2	10-18-88	Specifications & Details	Kajima Int'l.
SP-1	10-18-88	Sprinkler Plan	Kajima Int'l.
E-1	10-18-88	Legend & Lighting Plan	Kajima Int'l.
E-2	10-18-88	Power Plan	Kajima Int'l.
E-3	10-18-88	Electrical Specifications	Kajima Int'l.